

LIMITED LINES PRODUCER PRE-LICENSING MANUAL

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INTRODUCTION

A Message from the Department of Insurance The Idaho Department of Insurance is the regulatory body that administers and enforces the Idaho Insurance Code. It is the department's responsibility to protect the public from harm by enforcing the standards required by Idaho laws or rules and to establish the basic requirements that are needed in order to qualify for an Idaho producer's license.

This manual will give the limited lines producer applicant an overview of the licensing requirements and an explanation of the various types and requirements of limited lines credit policies. It is important that a licensee understands what activities involving insurance require a license and what rights the purchaser has in the insurance transaction under the terms of the contract of insurance as well as the law.

If you have any additional questions or suggestions after reading this manual, please call or write the department. The licensing section can be reached at 208-334-4339 or via email at agent@doi.idaho.gov. Additionally, please explore www.doi.idaho.gov for more information.

We welcome you as a new licensee to the insurance business and wish you every success in your insurance endeavors.

At a Glance

Follow these main steps if you are interested in obtaining a limited lines insurance license in Idaho:

- 1. Review this handbook thoroughly.
- 2. Contact PSI to verify times and locations for fingerprinting and complete process.
- 3. Complete your application and return it to the DOI with appropriate documentation and fees.
 - a) Application (either online or by paper)
 - b) Attestation page from this manual
 - c) CHRI Request and Release forms
 - d) Fingerprint Receipt
 - e) \$80 fee

Visit www.doi.idaho.gov for more detailed application information.

You may also contact the Producer Licensing section at agent@doi.idaho.gov or 208-334-4339 for more information.



Objectives

This self-study course has two very important objectives:

- 1. To provide an understanding of what the law requires regarding licensing, including:
 - what the qualifications are to get an insurance license
 - what Idaho law requires regarding the acts of selling, soliciting and negotiating insurance contracts with consumers
 - what the licensee's obligations are to those consumers
- 2. To provide a limited lines insurance producer application a basis of knowledge that will make him or her:
 - aware of the principles of how credit insurance works in general

- what events it covers and does not cover
- what the limitations are in terms of who can or cannot be covered
- what the insured's rights are regarding cancellation or discontinuation of a contract

Department Responsibilities

The Department of Insurance has a primary responsibility to the citizens of the state of Idaho to make sure that the insurance producer has an understanding of the benefits and limitations of the insurance products they sell as well as what the rights are of the insured, owner and beneficiary of the policy.

Producer Responsibilities

In order to accomplish the aforementioned objectives, this self-study material will discuss the applicable sections of the Insurance Code, and the elements of the limited lines contracts sold in Idaho. It is the responsibility of the limited lines insurance producer to explain accurately to the client the benefits of purchasing a particular policy and to explain how the product will affect the payment of their debt. They should also understand that the purchase of limited lines insurance through a particular lender is not a necessary requirement to qualify for a loan.

BEFORE YOU START

Activities that require a license

A producer of insurance is defined by the activities which he or she performs. Basically, if an individual sells, solicits or negotiates insurance as defined by the code they must have a license as an insurance producer.

In the past, some individuals have sold insurance under the umbrella of the company's or agency's license or under the license of another individual.

This practice is not acceptable.

In Idaho, each individual who is selling, soliciting or negotiating insurance must have his or her own license.

Key Terms

The following terms are defined in law as those activities which require a person to obtain an insurance license. They further clarify what the activities encompass:

- Idaho Code §41-1003(5). A limited lines insurance producer is a producer authorized by the director of the Idaho Department of Insurance to sell, solicit or negotiate limited lines insurance.
- 2. <u>Idaho Code §41-1003(10)</u>. **Sell** means to exchange a contract of insurance by any means, for money or its equivalent, on behalf of an insurance company.
- 3. <u>Idaho Code §41-1003(11)</u>. **Solicit** means attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular company or companies.
- 4. <u>Idaho Code §41-1003(6)</u>. **Negotiate** means the act of conferring directly with or offering advice directly to a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of the contract, provided that the person engaged in the act either sells insurance or obtains insurance from insurers for purchasers.

Resident Qualifications

<u>Idaho Code §41-1007</u>, Resident Licensing. In order to receive a producer's license in the state of Idaho, a resident individual must:

Resident Qualifications (continued)

- 1. Be at least eighteen (18) years of age.
- 2. Have submitted the standard NAIC uniform application either by paper or electronically on NIPR.COM or SIRCON.COM.
- 3. Have submitted his or her fingerprints
- 4. Not have committed any act that is grounds for denial, suspension or revocation of the license as set forth in the code.
- 5. Have paid the prescribed fees for licensing and fingerprint processing.
- 6. Have completed this program of instruction and submitted the attestation that the information in this course has been studied.

If a resident applicant has ever been convicted of a felony, he or she should contact the department and request an Application For Written Consent to Engage in the Business of Insurance (1033 form.) This application should be submitted before actually applying for a license as without written authority from the director, the applicant with a felony record will automatically be declined. The Federal Violent Crime Control and Law Enforcement Act of 1994 prohibits an individual who has been convicted of a crime involving breach of trust or dishonesty from engaging in the business of insurance, unless they obtain a waiver from the Director of the Insurance Department.

Non-Resident Qualifications

<u>Idaho Code §41-1009</u>, Non-resident Licensing. In order to receive a producer's license in the state of Idaho as a non-resident, an individual must:

- 1. Be currently licensed as a resident and in good standing in his or her home state.
- 2. Have submitted the standard NAIC uniform application either by paper or electronically on NIPR.COM or SIRCON.COM.
- 3. Live in a state that will issue a license to an Idaho resident on the same basis as Idaho will issue a license a resident of that state.
- 4. Submit all fees required for licensing.

What the Law Says About Proper Licensing

The insurance laws as stated below are very clear. No insurance company shall pay any commission or accept any application for insurance from any individual or firm that does not currently hold a producer license. An insurance company cannot accept business from a firm unless they know which individual licensed producer wrote the insurance.

In addition, it is a violation of law for the individual person or firm to represent themselves or act as an insurance producer without first being licensed. The following are Idaho insurance laws on the subject of licensing and payment of commissions:

Idaho Code §41-1017, Payment of Commissions. An insurance company or insurance producer shall not pay a commission, service fee or other valuable consideration to a person for selling, soliciting or negotiating insurance in this state if that person is not duly licensed. A person shall not accept a commission, service fee or other valuable consideration for selling, soliciting or negotiating insurance in this state if that person is not duly licensed.

<u>Idaho Code §41-1022</u>. No authorized insurer shall make, write, place or cause to be made, written or placed in this state any policy, duplicate policy, or insurance contract of any kind, covering a subject of insurance resident, located or to be performed in this state through any person who is not then licensed as a producer.

Basis for Suspension, Revocation, or Refusal of a License The following is a list of violations, which could result in the denial, suspension or revocation of a license. This list should serve to alert all insurance producers to the fact that as a licensed producer they are expected to understand and to correctly illustrate the products they sell to the consuming public.

Idaho Code §41-1016. The director may impose an administrative penalty not to exceed \$1,000 per violation and may suspend for not more than twelve (12) months or may revoke

or refuse to issue or continue any license if the director finds that the licensee has committed any one of the following violations:

Basis for Suspension, Revocation, or Refusal of a License (continued)

- 1. Providing incorrect, misleading, incomplete or materially untrue information in the license or renewal application.
- 2. Violation of any provision of the insurance code.
- 3. Obtaining or attempting to obtain a license through misrepresentation or fraud.
- 4. Misrepresenting the terms of an actual or proposed insurance contract or application for insurance or misrepresenting any fact material to any insurance transaction or proposed transaction.
- Being convicted of or pleading guilty to any felony, or to a misdemeanor which
 evidences bad moral character, dishonesty, a lack of integrity and financial
 responsibility, or an unfitness and inability to provide acceptable service to the
 consuming public.
- Admitting or being found to have committed any insurance unfair trade practice or fraud.
- 7. Using fraudulent, coercive or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility, or being a source of injury and loss to the public or others, in the conduct of business.
- 8. Having an insurance license denied, suspended or revoked in any other jurisdiction.
- 9. Forging another person's name on an application for insurance or on any document related to an insurance transaction.
- 10. Failing to comply with an administrative court order imposing child support obligations.
- 11. Failing to pay state income tax.

A Contractual Promise

Insurance is a promise made by an insurance company to pay a specified benefit in the future should a specified event or events occur, as defined in the contract. Since the insurance buyer cannot experience, feel or see the benefits that the insurance protection provides at the time of purchase, the purchase of insurance requires trust in that the insurance producer understands what he or she is selling and has thoroughly explained the terms of the contract to the purchaser.

Additional Requirements

<u>Idaho Code §41-1018</u>. An insurance producer must be appointed by an insurer in order to act as an agent for an insurer. The appointing insurer shall file a notice of appointment with the department within 15 days of the date of the agency contract or the first insurance application is submitted.

An appointment is a contractual agreement between an individual and an insurance company that gives the individual the authority to act on behalf of the insurer as the insurer's agent. This authority allows the agent to take applications, collect premium and in some cases bind policies.

<u>Idaho Code §41-1021</u>. A producer shall report to the director any administrative action taken against the producer in another jurisdiction or by another governmental agency within 30 days of the final disposition of the matter. This report shall include a copy of the order, consent order or other relevant legal documents.

Within 30 days of the initial pretrial hearing date, a producer shall report to the director any criminal prosecution of the producer taken in any jurisdiction. The report shall include a copy of the initial complaint filed, the order resulting from the hearing and any other relevant legal documents.

Failure to comply with this provision of the code may lead to a fine, suspension or revocation of a license or both.

The department requires the individual to submit documentation related to the administrative action or court documents related to any criminal charges. In addition, any additional explanation or information related to the charges should also be submitted to the department.

Summary

In order to sell, solicit or negotiate insurance with a client an individual must be licensed as an insurance producer.

An insurance company cannot pay any fee or commission to anyone for selling, soliciting, or negotiating insurance that is not licensed as a producer. An individual shall not accept any fee or commission for selling, soliciting or negotiating insurance unless currently licensed as a producer.

The insurance producer has an obligation to make sure an insurance product is suitable to the needs of the client and to explain what is covered and is not covered under the terms of a policy.

If it is found that an insurance producer is not abiding by the laws and rules as set forth in Idaho code, they may be fined, lose their license or both.

TYPES OF LIMITED LINES INSURANCE

Definitions per Idaho Code

Idaho code §41-1003(4) defines "limited lines insurance" as insurance which restricts the authority of the license to less than the total authority prescribed in the associated major lines. Limited lines include, but are not limited to, CREDIT (credit life, credit disability, credit property, credit unemployment, involuntary unemployment, mortgage life, mortgage guaranty, mortgage disability, guaranteed automobile protection (GAP) insurance); TRAVEL (transportation baggage insurance, transportation ticket policies covering personal accident insurance); or PET (pet insurance.)

Differences between a limited line and a Major Line A limited line of insurance is a line of insurance that covers only a specific subject matter. Limited line licenses have simpler licensing requirements than required by the major lines. Idaho does not require an examination for limited lines producers.

Unlike major lines licensing, limited lines producer applicants may qualify for a license by studying this booklet and attesting that they have done so. There is no Continuing Education requirement to maintain the license, although review of this material is recommended prior to renewing the license.

CREDIT

Credit

The use of credit enables the average family the use of an automobile, home and many other products while paying for them over a period of time. Most of the time, people make purchases on credit with the idea of paying for them with wages that will be earned in the future. However, unforeseen and unpredictable events may occur which disrupt the income flow to the individual borrower, or the family, which causes a financial burden and potential credit problems. This is as a result of the loss of income, and the fact that the debt obligation continues.

In many cases, credit insurance is the only thing that stands between a borrower and bankruptcy. Like any insurance purchase, it offers the borrower peace of mind in the

knowledge that if any of the insured events should occur, the borrower or their family will not be saddled with an unpaid bill when they can least afford it. This is because the credit insurance that was purchased meets the borrower's debt obligation for them.

The individual cannot predict what the future will bring, but credit insurance can lessen the financially catastrophic effect that death, disability or even unemployment may bring on an individual or a family.

In the past, the two primary credit insurance contracts available to the borrower were credit life insurance and credit disability insurance. Today the area known in the Idaho insurance code as "credit insurance" has been expanded to cover such things as "unemployment" and "credit property." Idaho Code defines CREDIT insurance as the following: credit life, credit disability, credit property, credit unemployment, involuntary unemployment, mortgage life, mortgage guaranty, mortgage disability, and guaranteed automobile protection (GAP) insurance.

Overview of Credit Insurance

Credit insurance is insurance that is sold in conjunction with a credit obligation or loan. If you lose your job or become unable to work due to some type of disability -- and these events prevent you from making the necessary loan payments -- credit insurance protects the lender from your inability to repay the loan by making payments to the lender on your behalf.

There are four main types of credit insurance:

Credit Life Insurance: Pays off all or some of your loan if you die during the term of coverage.

Credit Disability Insurance: Also known as credit accident and health insurance, it pays a limited number of monthly payments on a specific loan if you become ill or injured and cannot work during the term of coverage.

Credit Involuntary Unemployment Insurance: Also known as involuntary loss of income insurance, it pays a specified number of monthly loan payments if you lose your job due to no fault of your own, such as a layoff, during the term of coverage.

Credit Property Insurance: Protects personal property used to secure the loan if destroyed by events like theft, accident or natural disasters during the term of coverage. Unlike the first three credit insurance products, credit property insurance is not directly related to an event affecting your ability to repay your debt.

Additional Information About Credit Insurance How much does it cost? There are a number of factors - including the amount of the loan or debt, the type of credit and the type of policy - that might impact the cost of a credit insurance policy. Companies will generally charge premiums by either using a single premium method (method where premium is calculated at the time of the loan and if often added to the amount of the loan) or a monthly outstanding balance method (generally used for credit cards, revolving home equity loans, or similar debts.)

How the benefit is paid is dependent on the type of insurance. Credit life policies pay the proceeds directly to the creditor upon the death of the insured. Credit Disability and Credit Unemployment benefits are paid to the creditor (based on waiting periods outlined by the policy terms) to keep the loan in force.

Note, it is against the law for a lender to deceptively include credit insurance in a loan without the knowledge or permission of the borrower. Additionally, with the exception of private mortgage insurance (PMI), lenders cannot deny credit based on the declination of optional credit insurance. (PMI is extra insurance that lenders require from most homebuyers with less than a 20 percent down payment on the purchase of a home.)

Specific
Code
References
Regarding
Credit
Insurance
Specific
Code
References
Regarding
Credit
Insurance
(continued)

<u>Idaho Code §41-2303</u>. In Idaho, the maximum loan period a credit life insurance policy can cover is 15 years.

Idaho Code §41-2306. The amount of credit insurance on individual credit insurance contracts shall not exceed the initial indebtedness. However, in cases where the indebtedness is repayable in equal installments, the amount of insurance shall at no time exceed the scheduled or actual amount of the indebtedness, whichever is greater.

<u>Idaho Code §41-2005</u>. Plans written under a group insurance master contract are subject to the limits as stated in this section of the code, which limits the amount of insurance to the amount owed by the creditor or \$75,000, whichever is less.

Idaho Code §41-2307. When the policy is effective. The term of the credit life or disability insurance, subject to the acceptance by the insurance company, commences on the date when the debtor becomes obligated to the creditor, with one exception. In the case where a group policy provides coverage with respect to existing obligations, the insurance on a debtor, with respect to such indebtedness, shall commence on the effective date of the policy. Where evidence of insurability is required and such evidence is furnished more than 30 days after the date when the debtor becomes obligated to the creditor, the term of the insurance may commence on the date on which the insurer determines the evidence to be satisfactory in such event there shall be an appropriate refund or adjustment of any charge to the debtor for insurance. The term of such insurance shall not extend more than 15 days beyond the scheduled maturity date of the indebtedness except when extended without additional cost to the debtor.

Idaho Code §41-2313. When credit life or disability insurance is required as additional security for any indebtedness, the debtor shall, upon request to the creditor, have the option of: furnishing the required amount of insurance through existing policies of insurance owned or controlled by him, or procuring and furnishing the required coverage through any insurer authorized to transact insurance business within this state.

Often times the individual insurance producer is the primary contact for purchasers of credit life and disability insurance. As the contact person, the producer should be aware of those rules which set forth the rights of the debtor in reference to their credit life or disability insurance contract.

- 1. The debtor has a right to substitute existing coverage or provide the required coverage from another source if they so choose. If the lender requires coverage, they must inform the debtor of this right of substitution.
- 2. If the debtor is covered by a group credit policy and pays a single premium and the policy is terminated for any reason, the insurance coverage with respect to any debtor insured under such policy shall be continued for the entire period for which the single premium has been paid.
- 3. If the debtor is covered by a group credit insurance policy providing for premiums to be paid on a monthly outstanding balance basis, then the policy shall provide that, in the event of termination of such policy for whatever reason, notice shall be given to the insured debtor at least 30 days prior to the effective date of termination except where replacement coverage in the same or greater amount is provided without lapse in coverage.
- 4. If the indebtedness is discharged due to renewal or refinancing prior to the scheduled maturity date, the insurance in force shall be terminated before any new insurance may be issued in connection with the renewed or refinanced indebtedness. In all cases of such termination prior to scheduled maturity, a refund shall be paid or credited to the debtor. In addition, the policy shall provide that, in the event the debtor becomes disabled while insured, credit disability insurance benefits will be payable during continued disability regardless of termination of the insurance by renewal or refinancing.

- 5. If a debtor prepays a loan other than as a result of death or through a lump sum disability payment, any life or disability insurance coverage covering such indebtedness shall be terminated and an appropriate refund of the premium shall be paid to the debtor. In the event the debtor is disabled no refund need be paid during any period of disability for which credit disability benefits are payable.
- 6. An insurer has 30 days from the date of the application to refund the premium to the applicant. Otherwise the insurer is deemed to have waived any conditions for issuance of the insurance based on the information on the application.

Specific
Code
References
Regarding
Credit
Insurance
(continued)

<u>IDAPA Rule 18.01.61.015</u> – If an insurance company charges the maximum rates as set forth under <u>IDAPA 18.01.61.014</u>, which are known as prima facie rates, they are restricted to the following rules:

- 1. No exclusions other than suicide within six months of the incurred indebtedness.
- 2. Either no age restrictions or age restrictions making ineligible debtors age 65 or over at the time the indebtedness is incurred or debtors that will attain age 70 or over on the maturity date of the indebtedness.
- 3. On insurance written on closed-end credit plans and open-ended credit plans where insurance is written on the unpaid balance, no provision excluding or denying a claim for death resulting from a preexisting condition except for those conditions for which the insured debtor received medical advice, diagnosis or treatment within six months preceding the effective date of coverage and which caused or substantially contributed to the death of the insured debtor within six months following the effective date of coverage. The director may use other more restrictive provisions subject to approval and an appropriate rate decrease is made.
- 4. In the event of termination, no charge for insurance is allowed during the first 15 days of the loan month and a full month's premium may be charged for 16 days or more of a loan month. 5. If the policy is terminated for any reason the minimum refund that need be made is \$5.01. Any amount of \$5.00 and under does not have to be refunded.

Disclosure requirements:

- 1. When a premium or charge for insurance is payable by the debtor for credit insurance coverage offered by a creditor, at the time such insurance is applied for, disclosures shall be made to the principal debtor and copies of all applications or forms must be given to the debtor.
- 2. The creditor shall disclose the optional nature of the coverage, premium or charge separately by type of coverage, eligibility requirements, and policy limitations and exclusions. These disclosures shall be made prominently above the space for the signature indicating election to obtain such coverage. These disclosures may be made in conjunction with either (1) the Federal truth-in-lending disclosure, (2) a Notice of Proposed Insurance, or (3) the insurance policy or certificate.

Credit
Disability
(or
Accident
and
Health)
Insurance

Credit disability insurance pays a benefit if an insured debtor becomes disabled, as defined in the policy, during the term of coverage due to a covered accident or illness. Generally, the benefit is equal to the scheduled monthly payment on the loan or the minimum monthly payment required under a revolving credit agreement, subject to a stated maximum benefit amount. Single or joint coverage is available under many plans.

Most credit accident and health plans require that the insured be totally disabled for a minimum number of days before benefits are payable. This is called a "waiting period." Waiting periods of 7, 14, or 30 days are common. After the waiting period some plans pay benefits beginning with the first day of covered disability. This is known as "retroactive" coverage. Other plans pay beginning the day after the waiting period. When benefits begin after the waiting period, it is called an "elimination" period. Benefits usually continue as long as the insured is totally disabled, until a certain number of benefits have been paid, or until the term of insurance expires, depending upon the specific plan of coverage.

Few exclusions apply to credit disability coverage. However, many plans will not pay for disability caused by pregnancy, childbirth, or self-inflicted injury. Others exclude disabilities that begin soon after the loan is taken out if the borrower was treated for the condition causing the disability within a short time before the date of the loan. This is called "pre-existing conditions exclusion." With open-ended forms of credit the pre-existing conditions exclusion often applies separately to each advance or charge on the account.

Pre-existing conditions exclusions are intended to prevent borrowers from taking out a loan and buying insurance only after they discover that they have a serious illness. This is known as "adverse selection." One of the key principles of insurance is that of adverse selection. This principle states that whenever a large group of potential insureds are treated alike irrespective of some factors that differentiates them as insurance risks; a disproportionately high percentage of applications for such insurance tends to come from the less desirable applicants because they get the best bargain. Thus, if no pre-existing condition clause existed, the probability that more applicants with health problems would apply would become greater and a disproportionate mix of healthy risks to unhealthy risks would exist, causing the insurer's rates to have to be raised or potentially damaging the financial stability of the company.

Credit Involuntary Unemployment Insurance Involuntary unemployment insurance pays a benefit if an insured debtor loses his or her job due to layoff or termination. Many plans also cover job loss due to labor disputes or strikes. In recent years, some insurers have expanded coverage to include time away from work to care for a family member. The involuntary unemployment benefit is typically the regularly scheduled monthly payment on a closed-end loan or the minimum monthly payment required under a revolving credit agreement up to a stated maximum. Currently, many insurers only offer single-person coverage, although joint coverage is beginning to appear in the marketplace.

Most credit involuntary unemployment plans require that the insured be unemployed for a minimum number of days before benefits are payable. A 30-day waiting period is common. After the waiting period has been satisfied, some plans pay benefits beginning with the first day of covered unemployment. That is, the benefits are retroactive to the first day. Other plans pay beginning with the day after the waiting period. Under these plans the waiting period is also referred to as an **elimination period**. In most cases, there are a maximum number of benefits that will be paid, often 4 to 12 months, depending upon the term of the loan or type of credit transaction. Often the insured must be eligible for state unemployment benefits as a condition of eligibility to receive benefits under a credit involuntary unemployment plan.

Some types of job loss are not covered by credit involuntary unemployment plans. For example, a voluntary separation is not covered, such as resignation or retirement. Loss of employment due to disability, accident, illness, or pregnancy also is excluded. It is important to become familiar with the plan offered by your company.

The insurance producer should make sure that the borrower clearly understands:

- 1. What loss of employment events must occur to receive benefits.
- 2. How long an individual must be unemployed before benefits will begin.
- 3. How long benefits will be paid and whether benefits are paid back to date the job was lost or after the end of the elimination period.
- 4. How much the plan is obligated to pay. Under minimum payment plans, such as credit card debt, it should be clear that only the minimum payment is made.

Credit Property Insurance Credit property insurance is intended to insure against loss to personal property used as collateral for loans. Some plans cover automobiles while others do not. Credit property insurance is not used to insure real estate.

Coverage is usually broad in scope, insuring against loss due to fire, lightning, windstorm, hail and a variety of other perils. Some plans even cover loss due to earthquake, flood, or theft. It is important to review the policy or certificate and other information provided by the insurer to become familiar with the details of coverage.

The overall amount of coverage under credit property policies is generally limited to the lesser of the value of the property or the amount of the underlying loan. Losses to individual items of personal property are settled on either an actual cash value basis or a replacement cost basis, depending upon the specific policy. **Actual cash value** coverage takes into account depreciation in value that occurs with time and use of the item, whereas **replacement cost** coverage is based on the cost to obtain a new item of like kind and quality at the time of the loss.

Because coverage under most credit property policies is limited to personal property securing the loan and is also limited by the amount of the loan, credit property insurance is not a replacement for homeowners, renters or personal automobile policy. These types of policies can insure property not covered by credit property insurance, and they typically include some liability coverage that is not a part of a credit policy.

The insurance producer should make sure that the borrower understands:

- 1. What property is held as collateral and how much it is insured for?
- 2. That the property is not already covered under another policy such as auto policy or homeowners contract.
- 3. That the insurance may be purchased from another insurance company if it is required.
- 4. What events causing damage or loss to the property would be covered and to what extent coverage would be provided.

Mortgage Life Insurance

This insurance is a form of credit life insurance that is tied directly to a real estate loan and in effect pays off the balance of a mortgage in the event the insured dies.

This form of insurance guarantees to a family that they would not lose their home in the event the breadwinner in the family died before the mortgage was paid off.

Keep in mind that the proceeds are not paid to the spouse or estate of the insured, rather they are paid to the lender holding the mortgage and the beneficiary or heir receives a paid-off mortgage.

Mortgage Disability Insurance

Mortgage disability is a form of credit disability insurance. It is tied directly to the loan and the loan payments are made on behalf of the insured borrower in the event disability should occur.

The producer should be certain that the insured understands:

- 1. Under what conditions of disability will the policy pay.
- 2. What waiting periods must be met if any before the contract will pay.
- 3 The duration of the payment, in other words, how long will the contract pay.
- 4. Whether the individual must be totally disabled and not able to perform the functions of their job or any job.
- 5. What preexisting conditions clauses require.

TRAVEL

Travel

Travel Insurance is a product designed to cover the costs and reduce the risk associated with unexpected events during domestic or international travel. It usually covers the insured in two main categories: costs associated with medical expenses and trip cancellations. Many online

companies selling airplane tickets or travel packages allow consumers to purchase travel insurance as an added service.

Travel insurance covers risks with planned travel, including, but not limited to:

- a. Interruption or cancellation of trip or event;
- b. Loss of baggage or personal effects;
- c. Damages to accommodations or rental vehicles; and
- d. Sickness, accident, disability or death occurring during travel.

Travel insurance does not include major medical plans, which provides comprehensive medical protection for travelers with trips lasting six months or longer, including, for example, those working overseas as an ex-patriot or military personnel being deployed.

Idaho requires a wholesale business entity and a Designated Responsible Licensed Producer (DRLP) to both be licensed as producers with the Travel limited line of authority. Retail outlets and individuals selling to the consuming public are not required to be licensed as travel producers, but are restricted in their activities, per Idaho Code §41-1092. Travel Wholesalers licensed as Travel limited line producers must submit a list at the time of application and annually thereafter, every March 1st, to register the travel retailers and individuals offering travel insurance under their license authority. This list shall include name, address and contact information of the travel retailer, an officer or person who directs or controls the travel retailer's operations as well as travel retailer's federal tax ID number and shall certify that the travel retailer complies with 18 U.S.C. section 1033. The limited lines travel insurance producer shall also report its Idaho written premium to the director on an annual basis. Idaho has created an online portal for submitting this information. Please access this portal through the Limited lines web page: http://www.doi.idaho.gov/licensing/LL/

PET

Pet

A policy purchased by the owner of a pet that will lessen the overall costs if expensive medical bills are incurred by that pet. This is similar to health insurance policies except that it relates specifically to pets and will cover, either fully or in part, the often expensive fees that are incurred during veterinary procedures.

Many animal medical procedures, such as surgeries and sickness, are very expensive to treat. To help with these costs, a pet owner can buy a policy that will save out-of-pocket expenses by paying a yearly or monthly fee known as the premium. The cost and coverage changes with which policy you get and for what type of animal you're insuring. For instance, it costs more for an outdoor cat than an indoor, and premiums are higher for the percentage of coverage you wish to buy.

OTHER LIMITED LICENSE TYPES NOT COVERED BY THIS MANUAL

Surety

While the Surety line is considered a limited line, it **does require testing** if the producer does not carry the Casualty line of authority. Please refer to the Licensing section of www.doi.idaho.gov for further information regarding licensing requirements for this line of authority.

Portable Electronics

Portable Electronics is also considered a limited line. This line of authority is only available in Idaho for business entities and is offered as either a Small Portable Electronics license or

a Large Portable Electronics license. Please refer to the Portable Electronics portion of the Licensing section of www.doi.idaho.gov for further information regarding licensing requirements for this line of authority.

APPLICATION PROCESS

Application Process

There is no testing requirement for a Limited Lines License. The fee for this license is \$80.

The following is a checklist for application in Idaho:

- 1. Application: Can apply online at <u>SIRCON.COM</u> or <u>NIPR.COM</u> or complete a <u>Uniform Application</u> for licensure.
- 2. Complete and return the Limited Lines Attestation Page found in this manual.
- 3. **RESIDENTS ONLY:** Complete the fingerprinting process. A link to current vendor information can be found on the front page of this manual. Please be sure to return the CHRI Request and Release forms you receive when you fingerprint as well as your receipt provided by the vendor.
- 4. Attachments can be faxed to 208-334-4398 or emailed to agent@doi.idaho.gov if applying online; or attached to the paper application if applying by paper.

Paper applications should be mailed, with the appropriate fees, to:

Idaho Department of Insurance 700 W State Street, 3rd Floor PO Box 83720 Boise ID 83720-0043

FINGERPRINT PROCESS

Fingerprint Process

All Resident Limited Lines Producers must be fingerprinted for the FBI background check specific to insurance licensing. Fingerprints are processed through our vendor, PSI.

Click here for a list of PSI fingerprinting locations and times: www.psionline.com/PROGRAMS/idfp.pdf.

If you live more than 100 miles from the nearest PSI fingerprinting center, please contact the Licensing Section at 208-334-4339 for specific alternate instructions. Do note, however, this method will delay your license as manual prints take much longer to process.

Additionally, fingerprinting done for any other license/reason is not acceptable as results cannot be shared between agencies. Even if you have had your fingerprints done for an FBI check in the past, you must be fingerprinted again specifically for insurance licensing in Idaho. Fingerprint reports are valid for 180 days from the date the prints were taken.



Other Important Information

This booklet must be studied prior to applying for a limited lines license. If you need additional information, please feel free to access our website at www.doi.idaho.gov or contact the licensing section at 208-334-4339.

ATTESTATION OF COMPLETION

Attestation As an applicant for a resident limited lines producer's license, I understand that it is a requirement of Idaho Insurance law that I complete a course of study as established by the director, and in response, I submit this attestation to the fact that I have read this pre-licensing manual entitled limited lines pre-licensing study manual.

> I further attest that I have reviewed all pertinent contractual information that sets forth the terms of any and all limited lines insurance policies that I may offer to the public and that I understand both the content of the manual as well as the insurance contracts to the best of my ability.

Applicant's Signature	Date
Printed Name	
Insurance Company or Agency Sponsor	
Licensed Producer's Signature	Date
Printed Name	
Please indicate which initial line(s) you are	applying for by checking the box(es) below:
	□ Credit (+GAP)
	□ Travel
	□ PET
I have completed the following:	
 Applied for my license 	
□ Online	
□ by paper	
* * *	equest and Release forms (Residents Only)
☐ Faxed or emailed my Fingerpri	, , , , , , , , , , , , , , , , , , , ,

Return this signed attestation by email to agent@doi.idaho.gov or by fax to 208-334-4398. If applying by paper, it can be mailed with the application and appropriate fees to:

> **Idaho Department of Insurance** 700 W State Street, 3rd Floor PO Box 83720 Boise ID 83720-0043